IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH.

CWP No.3360 of 2007

Date of Decision: 5.3.2007

Manohar Lal Dhalla .....Petitioner

Versus

Municipal Corporation and others .....Respondents

CORAM:- HON'BLE MR.JUSTICE J. S. KEHAR
HON'BLE MR.JUSTICE S. D. ANAND

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Present: Ms.Daya Chaudhary, Advocate for the petitioner.

S. D. ANAND, J.

1. It is beyond the pale of controversy that the site under reference, a 120 sq. feet plot situated near NIT Bus Stand, Faridabad, had been initially given on lease by its owner i.e. Municipal Corporation, Faridabad – respondent No.1, to the petitioner for a period of eleven months i.e. from 8.9.2000 to 7.8.2001, on a monthly rent of Rs.5,000/-. There never was any extension of the lease aforementioned, though the lease amount was indeed paid by the petitioner to respondent No.1 even thereafter. Neither the petitioner otherwise applied for extension of lease nor did respondent No.1 extended on its own. It was thereafter that respondent No.1 woke up from the impersonal administrative slumber and filed a plea for eviction of the petitioner from the

premises aforementioned in terms of the provisions of Haryana Public Premises & Land (Eviction & Rent Recovery) Act, 1972 (hereinafter referred to as "1972 Act"). The plea was granted by the Collector, Faridabad vide order dated 14.7.2006 and the appeal preferred by the petitioner against the impugned order was declined by the Commissioner, Gurgaon Division, Gurgaon vide order dated 5.2.2007.

2. In the present writ petition, the petitioner pleads for the invalidation of the impugned orders (Annexure P1, dated 14.7.2006 and Annexure P2 dated 5.2.2007) on an averment that his eviction from the premises is uncalled for, inasmuch as he has never been accused of violating any conditions or directions issued by this Court in Nimit Kumar Versus State of Haryana, 1998 (3) RCR (Civil) 366. Reliance, in the context, was also placed upon the orders dated 12.12.2003 vide which, on a writ plea filed by certain similarly circumstanced lessees, this Court quashed their eviction orders dated 1.5.2001, though liberty was granted to the respondent – Corporation to act afresh in the matter in accordance with law after affording an opportunity of hearing to those petitioners.

3. At the time of arguments before this Court, learned counsel for the petitioner was not even in a position to aver that the initial lease period of 11 months ever came to be extended. It may be noticed that the petitioner did raise a plea of extension of lease before the Collector, Faridabad. That plea was noticed and declined for want of proof. It was, in that very context, that the Collector noticed an averment by the learned counsel representing the petitioner that though the petitioner could be dispossessed in due course of law but the land aforementioned could not be given on rent to any other person.

As indicated in Annexure P1 itself, the petitioner was represented till the conclusion of the evidence and ex parte proceedings were ordered only after the petitioner's counsel refrained from appearing at the time of arguments. The present is not a case where respondent No.1 is inclined to lease out the site under reference to any person other than the petitioner. The land so vacated would continue to be a part of the land abutting the highway.

4. A lessee, who unauthorisedly continues in possession of a site after the period of lease is over, cannot be heard to plead for invalidation of the eviction orders just because the payment of lease amount for sometime thereafter was accepted by the lessor. The receipt of that payment for few months would not amount to implied extension, particularly when a plea of (express) extension was raised before the Collector who declined it for want of proof. The impugned orders are in conformity with law and cannot be faulted on any valid score.

5. For the reasons recorded above, the petition deserves dismissal in limine and it is ordered accordingly.

(S. D. ANAND)
JUDGE

(J. S. KHEHAR)
JUDGE

March 5, 2006
SRM